



WWW.RIVKINRADLER.COM

**RYAN GOLDBERG**  
(516) 357-3525  
[ryan.goldberg@rivkin.com](mailto:ryan.goldberg@rivkin.com)

July 25, 2014

**By ECF**

Honorable Judge Brian Cogan  
United States District Court Judge  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

**Re: Liberty Mutual Ins. Co. et al. v. Ellina Matskina, L.Ac., et al.  
Docket No. CV 14-1330 (BMC)**

Dear Judge Cogan:

As the Court is aware, we represent Plaintiffs ("Liberty Mutual") in the above matter. We write to advise the Court that we have filed an Amended Notice of Motion to Plaintiffs' motion for default judgments, to correct a typographical error. Please note, the only change is the removal of Lotus Acupuncture, P.C. ("Lotus") from the Notice of Motion, as this Defendant was inadvertently named in the Notice. As we advised the Court (See Docket No. 109), Lotus is part of the settlement reached in this case, of which we are awaiting execution, and should not have been included in the list of the defaulting parties in the Notice of Motion.

The Court should also disregard the reference to Lotus in the first paragraph of Plaintiffs' Memorandum of Law (Docket No. 113), but there are no other references to Lotus in the Memorandum or accompanying affidavits, other than in certain exhibits to the Declaration of Thomas Brosnan, which details Plaintiffs' voluntary payments and the claims submitted by all of the PC Defendants.

Given this clarification, Lotus should have been included in the Court's July 22, 2014 Order dismissing the settling Defendants subject to reinstatement within 14 days at the request of any party.

Honorable Brian M. Cogan, U.S.D.J.  
July 25, 2014  
Page 2

We appreciate the Court's attention to this matter.

Respectfully Submitted,

RIVKIN RADLER LLP

A handwritten signature in black ink, appearing to read "Ryan Goldberg", written over a horizontal line.

Ryan Goldberg (RG 7570)